

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 16, 2005

Division: County Administrator

Bulk Item: Yes x No

Department: County Administrator

Staff Contact Person: Connie Cyr

AGENDA ITEM WORDING: Approval of Amendment to Agreement between Monroe County and DRC Inc. for disaster recovery services relating to Hurricane Wilma.

ITEM BACKGROUND: The agreement allows for the addition of other disaster response and recovery activities as necessary.

PREVIOUS RELEVANT BOCC ACTION: The parties entered into a non-exclusive contract effective April 1, 2002, to retain a provider of disaster response services. Other amendments approved for previous disasters.

CONTRACT/AGREEMENT CHANGES:

Contractor will spread sand returned to beach as a result of sifting.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$1.70 per cubic yard

BUDGETED: Yes No X

COST TO COUNTY:

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Thomas J Willi
(Thomas J. Willi)

DOCUMENTATION: Included x Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: DRC Inc. Contract #
 Effective Date: July 1, 2005
 Expiration Date:

Contract Purpose/Description:
 Amendment to contract allow for the addition of other disaster response and recovery activities as nessary.

Contract Manager: Connie Cyr 4443 County Administrator
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 11/16/05 Agenda Deadline: 11/1/05

CONTRACT COSTS

Total Dollar Value of Contract: \$ 1.70 per Current Year Portion: \$
cubic yard
 Budgeted? Yes ☐ No ☐ Account Codes:
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
Risk Management	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>
County Attorney	<u> </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u> </u>	<u> </u>

Comments:

**AMENDMENT TO AGREEMENT
(DRC File # DRC-01-C-110)**

This amendment to agreement is made and entered into this _____ day of _____ 2005, between the County of Monroe (hereinafter "GOVERNMENT") and DRC, Inc. (hereinafter "CONTRACTOR").

WHEREAS, the parties entered into a non-exclusive contract effective April 1, 2002, to retain a provider of disaster response services; and

WHEREAS, the agreement allows for the addition of other disaster response and recovery activities as necessary as requested by GOVERNMENT; and

WHEREAS, changes to the agreement regarding the spreading of sifted sand were understood by key staff of the parties to have occurred at the beginning of July, but the documentation thereof was not processed at that time; and

WHEREAS, the agreement makes references to provision of documentation as requested and acknowledgment of the County being subject to the Florida Public Records Law, but does not specify the Contractor's compliance with the records requirements of the County; now therefore

In consideration of the mutual covenants contained herein the parties agree to amend the agreement as follows:

1. Exhibit A – Scope of Work is amended to include:

Contractor will spread sand returned to beach as a result of sifting.

2. Exhibit B – Fee Schedule is amended to include:

The cost associated with spreading sifted sand onto County Beaches is \$1.70 per cubic yard of sand spread.

3. The following provisions are hereby added:

- a. **Public Access.** The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.
- b. Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination

of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

- c. Contractor shall maintain the originals of documents required for federal audits of the County's submissions for federal disaster reimbursements.

4. The effective date of this amendment shall be July 01, 2005.

5. The remaining provisions of the contract effective April 1, 2002, not inconsistent herewith, remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Deputy Clerk

Mayor/Chairman

Attest:

DRC, INC.

Corporate Secretary

By: _____

NAME: _____

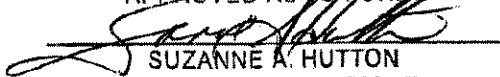
Witnesses:

Title: _____

1. _____

2. _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 11/24/05